

Terms and Conditions of Sale

1. Definitions:
 - RTR Revington TR.
 - Customer The person, firm, company, corporation or public authority purchasing the goods or service from RTR.
 - Goods The product(s) or service(s) the subject of a contract of sale to which these Terms and Conditions apply.
 - Conditions The Terms and Conditions of RTR hence contained relating to the supply of goods. Any conditions in a Customers Order which may conflict with the Conditions hereof or in anyway negate or qualify these Conditions shall be excluded
 - Order The order placed by the Customer for the supply of goods, or the provision of services, or a combination of both.

2. Restoration and Workshop Services:
 - a. The condition of vehicles when received by RTR should be as agreed and/or expected for the work to be carried out.
 - b. When vehicles are road tested, delivered or collected, or driven in the course of the execution or completion of work, normal wear and tear will be the responsibility of the customer.
 - c. When any painting is carried out the colour will be as close as practical to the colour required, particularly when matching to existing aged paintwork. No responsibility is held by RTR for any slight shade differences.
 - d. Materials used in the execution of any work on vehicles will be at the discretion of RTR, provided that they are fit for purpose and within the spirit of the work being carried out.
 - e. Whilst every effort will be made to keep vehicles under cover and secure, this is not guaranteed and RTR accepts no responsibility for deterioration, damage or theft, including contents of vehicle, whilst in the care of RTR, whether on RTR premise or elsewhere.
 - f. Where vehicles and/or components are not collected when work is completed, or, start of work on vehicles and/or components is delayed, by the customer unreasonably, RTR reserves the right to charge for storage at commercial rate and after 6 months, if necessary, sell customer goods to recover storage costs.

3. Parts:
 - a. The use of original manufacturers part numbers is for reference only, and is not intended in any way to imply that the goods supplied are/will be of original manufacture.
 - b. All Goods supplied to be fitted in accordance with manufacturers/re-conditioners instructions and correctly filled with appropriate fluids and maintained in accordance with manufacturers/re-conditioners instructions.
 - c. Rebuilt mechanical units will be guaranteed for 6 months or 6,000 miles whichever ever is the sooner, provided that they are used for the purpose and in the environment originally designed for, and expressly excluding use in competition.

4. Specifications:

The Customer shall provide all details and relevant specifications for order, unless otherwise agreed.

5. Prices:
 - a. Estimates are based upon the information made available to RTR at the date of the estimate and in the event of any variations or instructions by the Customer RTR reserves the right to amend the estimated price.
 - b. Our quotations and prices are based on costs prevailing at the time when they are given or agreed. we shall be entitled to adjust the price of the goods as at the time of delivery by such amount as may be necessary to cover any increase sustained by us after the date of quotation or order. Quotations may be withdrawn at any time before receipt of the customer's acceptance and shall be deemed to be withdrawn if acceptance is not received within 30 days from the date of quotation.

6. Cancelled Orders:

Should the customer cancel the order or any part thereof, RTR reserves the right to charge all costs incurred to date and additionally to charge for consequential loss incurred as a result of cancellation of the complete or part of the Order.

7. Payment:

Unless otherwise stated all Prices are nett for settlement within 30 days of invoice date. Overdue payments will be charged from the due date at 5% above National Westminster Bank PLC's per annum lending rate, on a daily rate basis.

8. Delivery:
 - a. RTR's responsibility ceases upon loading the goods onto the Customers vehicle or carrier.
 - b. When delivery is included in RTR's estimate it is the responsibility of the Customer to ensure that all goods are inspected and signed for by the Customer prior to unloading.
 - c. No claims for delivery damages or deficiencies will be considered unless the carriers rules are complied with and the delivery note is marked "damaged" or "deficient", and RTR receive notification in writing within 3 days of delivery date.
 - d. In the event of the Customer being unable to receive the goods or causing delays in unloading, RTR will claim from the Customer any carrier or handling charges that occur.
 - e. Any dates or times for deliveries specified are estimates. RTR will not be liable for any direct or consequential losses arising due to delays.
 - f. The risk in the Goods shall pass to the Customer immediately upon delivery. The ownership of the Goods shall remain with RTR until all Goods supplied have been paid for in full. Until ownership of the goods passes to him the customer will, after their delivery, hold them as RTR's bailee.

9. Returned Goods:

Returned Goods must be received by RTR in the same condition as supplied within 7 days of supply, at the expense of the Customer. Returned Goods that have been supplied correctly to the Customers specification will be subject to a handling charge of 15% of the purchase price, net of VAT.

10. Exclusion:

Unless RTR have expressly guaranteed in writing the suitability of parts/materials for some particular purpose, no warranty, or condition shall be implied in Law that the Goods are suitable for any particular purpose whether such purpose has been made known to RTR or not.

11. Liability:

RTR does not accept responsibility for any consequential liability arising from the order nor for delay caused by circumstances beyond its control. Under no circumstance will RTR's liability for any loss or damage however caused, which may arise directly or indirectly from the order, exceed the amount charged for the goods or services provided.

12. Force Majeure: RTR shall not be liable for any breach of contract for late or non-delivery of any goods arising from Act of God, Force Majeure, Riots, Civil Commotions, Military or Usurped Power, Government Order, Direction or Legislation, Fire, Strikes, Lock out, Labour Disturbances, Adverse Weather Conditions or any matter whatsoever.

13. Export:

Payment for exported goods shall be paid for in the UK, in full prior to release of the goods from RTR. In pounds sterling. Any Bank charges must be additionally paid by the Customer. The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the paying of any duties thereon.

14. Governing Law:

The Conditions shall be governed by and construed in accordance with the Law of England.

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